



## TERMS OF BUSINESS

**1. Regulation.** We, IPH Insurance Services (UK) Limited, IPH House, Stirling Way, Borehamwood, Herts, WD6 2BT, are authorised and regulated by Financial Conduct Authority (FCA) to sell general insurance products. Our FCA register number is 306156 and you can check this on the FCA's register by visiting the FCA's website <https://register.fca.org.uk> or by contacting the FCA on 0800 111 6768 or 0300 500 8082.

**2. Our service to you.** In arranging insurance for our customers we act as an independent intermediary and act on your behalf when arranging your insurance. Our service includes advising you on your insurance needs; arranging your insurance cover with insurers to meet your requirements; and helping you with any ongoing changes you have to make. We offer a range of general insurance products and have access to a number of insurers with whom we place your insurance. We will give you details of these insurers when we discuss your individual requirements. These insurers will pay us commission and we will disclose the commission if you request it.

**3. Important Notice.** You are under a duty to make a fair presentation of the risk to us before the inception, renewal and alteration of your policy. This means that you must tell us about and/or provide to us all material information or tell us and/or provide to us sufficient information to alert us of the need to make further enquiries to reveal such material information. This information needs to be provided in a clear and accessible manner. Material facts are those which are likely to influence us in the acceptance of the terms or pricing of your policy. If you have any doubts as to whether any information is material you should provide it to us. Failure to disclose any material fact may invalidate your policy in its entirety or may result in your policy not responding to all or part of an individual claim or class of claims. You are advised to keep copies of documentation sent to or received from us for your own protection. Please do consult us if you are in doubt on any aspect. The disclosure of information not only applies at commencement and renewal of your policy, but also at anytime during the period of insurance.

You must tell us within 14 days of you becoming aware if any of the information provided by you changes after you purchase your policy and during the period of your policy.

**You should be aware that if the information provided by you is not complete and accurate, we may:**

- cancel your policy and refuse to pay any claim, or
- not pay any claim in full, or
- revise the premium and/or change any excess, or
- revise the extent of cover or terms of this insurance.

We recommend that you keep a record (including copies of letters) of all the information you provide to us for your future reference.

**4. Awareness of policy terms.** When a Policy is issued, you are strongly advised to read it carefully, as it is that document, the schedule and any certificate of insurance that is the basis of the insurance contract you have purchased. If you are in doubt over any of the policy terms and conditions, please seek our advice promptly.

**5. Client money — general.** The FCA rules are designed to protect you in the event that an insurance intermediary fails or is unable to transfer:

- any premium money it has received from you to the insurer; or
- any claims or return premium monies that it has received from the insurer to you.

We are governed by strict rules pertaining to client money, set down by the FCA. Where we hold monies in a client bank account we may earn interest on monies held, which will be retained by us.

We will hold client money separate from our own money with an approved bank segregated in a client bank account designated as subject to a Non-Statutory Trust. Under a Non-statutory Trust we are entitled to use client money to make advances of credit, for example to pay another client's premium before the premium has been received from the other client and to pay claims and premium refunds to a client before such monies have been received from the insurer. We act as Trustees of our clients' monies and must meet certain legal and regulatory conditions.

### **Payment to third parties**

We may transfer client money to another person, such as another broker or settlement agent, for the purpose of effecting a transaction on your behalf through that person. We do however still remain responsible to you in respect of your money.

This may include brokers and settlement agents outside of the UK. The legal and regulatory regime applying to a broker or settlement agent outside the UK may be different from that of the UK and in the event of a failure of the broker or settlement agent, this money may be treated in a different manner from that, which would apply if the money were held by a broker or settlement agent in the UK. You may notify us if you do not wish your money to be passed to a person in a particular jurisdiction.

**6. Customer protection information.** It is our intention to provide you with a high level of customer service at all times. If there are occasions when we do not meet your standards, please contact **the Chief Executive** either verbally or in writing, who will take details of your concerns. We will acknowledge in writing, advising you of who is dealing with your concerns and attempt to address your concerns within five working days. If our investigations take longer, we will provide a full response within twenty working days or

explain our position and provide timescales for a full response. If we cannot satisfy your complaint you may be entitled to refer it to the Financial Ombudsman Service.

**7. Data Protection.** We collect your personal information from various sources, primarily for the purpose of upholding and fulfilling our contract of insurance with you. This data may be shared with third parties, or sent, stored or processed overseas, if necessitated. We will only keep your information for as long as is necessary for the purposes and in order to comply with our legal and regulatory obligations. You have a number of rights to your personal information as set out by data protection law. For further information on data protection, please see our full Privacy Policy: [www.iphinsurance.com/privacy-policy](http://www.iphinsurance.com/privacy-policy).

**8. Financial Services Compensation Scheme (FSCS).** We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. For compulsory insurance you may be entitled to compensation of up to 100% of the claim. For all other types of insurance you may be entitled to compensation up to 90% of the claim. Further information about the compensation scheme is available from the FSCS.

**9. Cooling off period.** We will give you enough information and help so you can make an informed decision before you make a final commitment to buy your insurance policy. However you will have fourteen days to change your mind and cancel the insurance contract from the date you receive the policy documentation. **NB This only applies to retail customers.**

**10. Charges.** We will make the following charges to cover our administrative costs for these specified activities.

New policies and renewals	Fee amount will be advised prior to arranging cover
Mid Term adjustments / amendments / cancellations	£25.00
Replace a lost certificate / schedule	£25.00
Dishonored Cheque	£25.00

Once we have received instructions to issue cover, any amendments must be notified within 14 days. Any amendments thereafter will incur a charge of £25.00 per occasion.

Period of cover up to:	1st Month	2nd Month	3rd Month	4th Month	5th Month	6th Month	7th Month	8th Month	9th Month
Percent Charged of Annual Premium:	20%	30%	40%	50%	60%	70%	80%	90%	100%

Please note: If you wish to cancel your policy, you must send IPH Insurance Services (UK) Ltd a written confirmation of your cancellation request before we can cancel your policy. No refunds will be given if any claims have been made or are pending. Legal expenses policies run concurrently with the main policy and cannot be cancelled, therefore no refund of premium will be made. Cancelling your payment does NOT cancel your policy.